

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No.: 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

**NOTICE OF HEARING AND MOTION FOR APPROVAL OF SETTLEMENT
AGREEMENT AND FOR AN ORDER AUTHORIZING SALE OF ASSETS
FREE AND CLEAR OF LIENS**

TO: THE ENTITIES SPECIFIED IN LOCAL RULE 9013.

1. Plaintiff Randall L. Seaver, the Chapter 7 Trustee (the "Trustee") in the above-captioned Bankruptcy Case, moves the Court for the relief requested below and gives notice of hearing herewith.

2. The Court will hold a hearing on this Motion at 2:00 p.m. on September 1, 2010, in Courtroom No. 8 West, U.S. Bankruptcy Court, 300 South Fourth Street, Minneapolis, Minnesota 55415, or as soon thereafter as counsel can be heard.

3. Any response to this motion must be filed and delivered not later than August 27, 2010, which is five (5) days before the time for the hearing (including Saturdays, Sundays, and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This Court has jurisdiction over this Motion under 28 U.S.C. §§ 157 and 1334, Fed. R. Bankr. P. 5005, and Local Rule 1070-1 and 1073-1. This case is a core proceeding. The petition commencing this Chapter 7 case was filed on June 4, 2009. The case is now pending in this Court.

5. The Motions arise under 11 U.S.C. §§363(b), (f), (g), (h) and (m), 544, 547 and 548, Fed. R. Bankr. P. 6004, 7005, 7007 and 9019(a), and Local Rule 9019-1, and is filed pursuant to Local Rules 9006-1(e), 9013-1, 9013-2 and 9013-5. The Trustee seeks approval of the Settlement Agreement between the Trustee and TCF National Bank (“TCF”) in the above-captioned proceeding. The Trustee further seeks to sell to TCF the JHC Personal Property (as defined below) free and clear of liens.

6. The Trustee believes that the United States Internal Revenue Service (“IRS”) asserts a perfected security interest in the JHC Property. The Trustee does not believe that any other party holds a perfected non-avoidable security interest or other ownership interest in the JHC Personal Property. However, some parties may assert that they hold a security interest or other ownership interest in the JHC Personal Property. The sale will be free and clear of any such interests and the interests of any purported secured creditors, including the IRS, in the JHC Personal Property would attach to the sale proceeds with the same dignity and priority as those purportedly held at the commencement of this case.

BACKGROUND

7. The Trustee is the duly appointed Chapter 7 Trustee in the above-captioned bankruptcy case.

8. The Trustee asserts that within the 90-day period preceding the Debtor’s bankruptcy petition, the Debtor made certain payments to TCF on account of antecedent debts owed to TCF by the Debtor (the “Transfers”).

9. Some of the payments included in the Transfers were made to TCF from Walden Auto Holding Leasing Co. (“Walden”). Walden is a Florida corporation, which has long since ceased operation and which was administratively dissolved in or around 1999. The Debtor was

the sole owner and authorized signer of Walden. The Trustee believes that the funds used by Walden to make the payments included in the Transfers were assets of the bankruptcy estate.

10. TCF claims a lien and security interest in and to certain personal property (the “JHC Personal Property”) of Jacob Holdings of Cross Lake, LLC located in and about certain residences and facilities on Cross Lake, near Brainerd, Minnesota (the “Cross Lake Property”). The Trustee, on behalf of the estate, claims that some or all of the JHC Personal Property is property of the Debtor’s bankruptcy estate. A list of the JHC Personal Property is attached hereto as Exhibits A and B.

11. TCF holds a first lien, mortgage and security interest in and to the Cross Lake Property and has initiated a non-judicial foreclosure proceeding on the Cross Lake Property.

12. The Trustee made demand upon TCF for payment on account of the Transfers and for turnover of the JHC Personal Property. TCF has responded to the Trustee’s demand and has asserted the existence of various defenses to the Trustee’s demand.

13. Based upon his investigation, the Trustee has determined that the continued pursuit of the recovery of the Transfers and JHC Personal Property would be expensive and time consuming and would result in the depletion of assets of the estate with no guarantee of success.

THE PROPOSED SETTLEMENT

14. TCF will pay to the Trustee \$70,000.00 in full settlement of the Trustee’s claims against TCF related to the Transfers. The Settlement Agreement is attached hereto as Exhibit C.

15. The Settlement Agreement will be binding upon Walden and its successors and assigns.

16. The Trustee believes that the settlement is in the best interest of creditors of this estate.

17. The Trustee also seeks authorization to sell, assign and transfer the JHC Personal Property for the sum of \$70,000.00 to TCF free and clear of all interests, liens, claims, charges, pledges, security interests and other encumbrances, including any vested or contingent rights in the nature of dower or courtesy, or any interest of any co-owner of the JHC Personal Property.

18. The Trustee believes that the sum of \$70,000.00 for the JHC Personal Property is a fair purchase price.

19. As a term of the Settlement Agreement, the Trustee also agreed that he will not object to TCF's foreclosure of the Cross Lake Property.

20. Pursuant to Local Rule 9013-2, the Trustee gives notice that he may, if necessary, testify at the hearing regarding the proposed settlement.

WHEREFORE, the Trustee requests an Order of the Court:

1. Granting the Trustee's motion for approval of the Settlement Agreement.
2. Authorizing the sale of the JHC Personal Property to TCF for \$70,000.00, free and clear of all liens, claims, and interests, with the claimed liens or other rights of any third parties attaching to the sale proceeds with the same dignity and priority as those claimed liens and interests held at the commencement of this case.

Dated: August 4, 2010

LEONARD, O'BRIEN,
SPENCER, GALE & SAYRE, LTD.

By: /e/ James M. Jorissen
Matthew R. Burton, #210018
James M. Jorissen, #262833
100 South Fifth Street, Suite 2500
Minneapolis, Minnesota 55402
(612) 332-1030

ATTORNEYS FOR RANDALL L. SEAVER
TRUSTEE

VERIFICATION

I, Randall L. Seaver, Trustee for the Bankruptcy Estate of Dennis E. Hecker, the moving party named in the foregoing Notice of Hearing and Motion to Approve Settlement Agreement, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

Executed on August 4, 2010

/e/ Randall L. Seaver
Randall L. Seaver

425830

Exhibit A

HECKER INVENTORY – CROSS LAKE – MAY 2010

All fixtures, furniture, furnishings, equipment and other personal property located in, on, or around the land and buildings located at 11614 Echo Bay Drive, 11700 and 11706 Cross Lake Avenue, Cross Lake, Minnesota, including, without limitation, the following:

MAIN HOUSE – SECOND FLOOR

Master Bedroom

Candlesticks & bowl
Clock
3 TV's
1 undercounter refrigerator
Area rug
Lamp
2 oversized chairs
Side table
Larger planter
Lounger
King size bed
2 lamps end table's large mirror
Large picture in master bath

Hallway outside Master Bedroom

Leather bench
Bear picture
Large pillows

Daughter's Bedroom

1 TV
Double bed
2 lamps
Toy chest
Dresser
Night stand

Bathroom
2 pictures

Spare Room Connected to Daughter's Room

Foosball table
1 TV
2 wicker storage units
Stuff cow

Upstairs Hallway

3 Framed prints
Built-in desk w/ computer and printer

Son's Room

Double Bed
1 TV
End Table
Dresser
Pink Chair
Electric Guitar
“Love Sac” chair

Upstairs Family Room

1 Bubble Hockey game
Sectional couch
Ottoman
Leather 12' x 12' Rug
1 framed Redlin signed number print
1 TV
Woofer
1 Stuffed Elephant

Hallway to Nanny's Quarters

4 framed golf prints
1 numbered golf club collection of Jack Nicolas

Nanny's Quarter's

K. Zylla framed picture
1 print in bathroom
Large basket
'Microwave
Kitchen aide Refrigerator
Dining table and 4 chairs
3 area rugs

Butcher block sofa table
Wall mirror
Couch
Love seat
Chair
Coffee table
2 end tables
2 TV
2 framed prints
Double bed
Dresser w/ mirror
Night stand
Dresser

FIRST FLOOR

Exercise Room

1 gun cabinet
L butcher-block plant stand
1 TV
1 Leroy Neiman signed 1980 Olympic print
1 refrigerator
1 Mel Blanc print
1 massage table
1 free weight Hoist bench
1 Lifefitness Tread Mill
1 Elliptical machine
1 stationary bike
1 dumbbell set and rack from 2.5 to 30 lbs

Main Floor Powder room

2 wall prints

Billiards Room / Office Hallway

Bear picture hanging
Pool cue rack (4 cues, 1 cheater cue)
Large Rug

Office/Den

L1 large leather desk chair
1 desk side chair
2 TV's
HP desk printer, scanner/copier
1 signed Soprano's print
2 Orrsfors figurines
1 baccarat polar bear
1 frosted glass grizzly
2 small Lladro bears
3 polar bears figurines
1 Mats Jonasson glass bear
2 glass bears
1 small
1 sculpture bear (white on glass)
1 12" bronze bear golfing
1 15"long glass car
1 Llardo golfer #4824
1 Red Skelton collector porcelain plaque Number 1705/1993
1 Buggs Bunny/Daffy duck golf figurine
Glass golf head paper weight
Coke Cola Bottle in case "Timeless Refreshments"
Waterford desk set w/ 2 pen holders and a clock
Ceramic hockey figurine
1 "Thumbs Up" figurine
1 Lalique frosted Glass Lion
1 Baccarat red heart
1 15" glass boat
1 motor cycle gold cart figurine
1 Lladro – Boy in plane
1 Chrysler hood ornament
1 Waterford glass American flag
1 12" cut glass pedestal bowl
1 refrigerator
Miscellaneous golf balls
Silver ashtray
Tiffany & Co. clock
Ducati pen
Headless golfer
"Cherished Teddies Registration No. 3R1/849
Marble base black onyx globe desk plate
Misc books
2 reading/Sunglasses cases
1 circular 8' rug
1 10'x12' rug
1 pedestal globe

2 desk lamps
2 calculators
1 desk bowl ornament

Fireplace

1 eagle sculpture
1 area lake aerial photo
2 large candle holders
1 set stag bookends
1 wire magazine rack

Den area

2 end tables
2 large leather chairs
1 table lamp
1 floor lamp
1 large ceramic urn
2 person lounger
2 signed clown paintings by Red Skelton

BILLIARDS ROOM

1 Dart Board wall unit
2 bar stools
Bear Boat art work
1 TV
1 fainting couch
1 pool table / pool balls
1 9'x12' area rug
1 leopard chair & ottoman
Inside closet – 1 Lion and 1 Zebra painting

FOYAR

4' Faux stuffed bear
9'x12' rug
2 person bench
"Bear fireplace" art work
Sofa table
3 antler candle holders
18" leopard vase
Bear on Trail art work

LIVING ROOM

8' Sideboard
Glass bowl with metal leaf holder
Antler artwork
Tall vase with feather balls
Misc candles and vases
7 bottles of wine
1 love seat
1 couch
2 side chairs (leather & leopard)
1 leather coffee table
2 end tables
1 table lamp
1 9'x12' area rug
2 4' high twig plat stands
Misc candle holders

Fireplace

3 large candle holders
Acorn leaf sculpture
1 Brainerd area lake art
1 pair snow shoes

DINING ROOM

1 18'x12' area rug
4' x 12' Dining room table with 12 chairs
Decorative bowl
1 TV

Built-in

Assorted glasses (water, wine, beer)
Bowls and platters
1 Tiffany & Co. rose bowl
Orrefors candy dish
Champagne Box (?) (signed)

MAIN KITCHEN

Built in Wolf double ovens
1 Henckeles knife set
Spice rack
8 burner wolf gas stove
Toaster
Farberware counter grill
Pizza toaster oven

Misc pots, pans, tick pots, cookie sheet, mixing bowls
Misc flatware
Misc kitchen utensils
Decorative vegetable jars
Ice machine
Wine openers sub zero wine cooler

Tepanaki Kitchen

8 bar stools
1 dishwasher
Tepanaki grill
Microwave oven
Built in oven
Pantry
Misc kitchen supplies

SUNROOM/BAR AREA

Harley Davidson American Legend Juke box
4 piece sectional couch
1 leather rocking chair
1 4'round ottoman
1 8' leather bench
1 12'x9' area rug
Frank Sinatra wall art
2 TV's
Slot machine
Wall clock
1 elk head mount
Glass cowboy hat
5 bar stools
6' Elvis statue
Mega Touch bar game
Golden Tee game
Karaoke machine
2 refrigerators and 1 ice maker
Misc bar supplies Misc glass bar ware
Waterford wine opener /bar set

PORCH

1 TV
1 6' pine bench (American Flags)
1 Last Action Hero pinball game
1 Pirates of the Caribbean pin ball game
2 leather rockers
2 hickory oversized chairs

Side table with lamp
Plant stand (metal)
Cub Dears in Car art work
Cement dog on fireplace

THEATER

8 blue leather theater chairs
1 refrigerator
Movie equipment (utility room across from theater)

Hallway

2 2.5'X7 hallway rugs

MAIN FLOOR ¾ BATH

1 Wall print

LAUNDRY ROOM

Stackable whirlpool duet washer and dryer

MUD ROOM

2 large dog kennels
1 6'x8' rug

MAIN HOUSE GARAGE

1 Ping pong table
1 Foosball table
1 TV
1 Coke machine
1 Pepsi refrigerator
Cushions for patio furniture
Fireworks
Garden shed
Patio heater
Shop vac
Patio furniture
3 battery charges/jump starters
Life jackets/vest
Various helmets
Paint ball guns (4 with 2 bags)

BOAT HOUSE

5 seadoo water togs depth pathing machines
1 TV
1 couch
1 coffee table
Teak loungers with cushions

BEACH HOUSE GARAGE DETACHED

2 kneeboards
5 sets of water ski's
4 wake boards
3 pressure washers
2 portable gas tanks
1 snow plow Boss blade
7 bicycles
1 schwinn tandem bicycle
Various fishing gear
2 gas/oil yellow storage locker
1 Craftsman tool chest

BEACH HOUSE GARAGE DETACHED APARTMENT

1 couch
1 chair
1 ottoman
1 game table (includes chess, craps, Roulette etc.)
1 air hockey game table
1 refrigerator
Computer screen/keyboard
1 double bed
Various framed art work

Outside of the building

Half pipe skate board ramp
2 full hockey nets

11706 (EAST PROPERTY)

Garage

Patio furniture
Patio heater
Nex Gas Grill
1 beer keg

Living Space above the garage

2 double beds
2 bedroom TV's
1 dresser with mirror
Night stand
1 TV in kitchen
1 Refrigerator
1 microwave
1 cooktop
1 dishwasher
5 barrel stools
Framed Moose painting
1 dining room table with 6 chairs
2 TV's (living room and office)
Sofa table
1 couch
2 chairs
Coffee table
End table
Offer dresser
Desk
Small cupboards

MAIN (11706 BUILDING)

Entry table
Fish mirror
Bear lamp
Stacked washer & dryer
Upstairs
Bedroom-2 log dresser
2 log night stands
Log king size bed
2 pine cone lamps
1 pine cone mirror
1 wing back chair

Living area

Real bear rug hanging in stairway
1 TV
Walleye mount
1 love seat
1 couch
1 chair with ottoman
1 coffee table
1 end table
4 barrel bar stools

1 10'x12 area rug
Hen/chicken wire art work
Audio visual equipment
Ice maker
Dishwasher
Stove Viking Refrigerator/freezer

Sun Room

1 TV
2 end tables
1 coffee table
1 floor lamp
1 leather couch
1 leather oversized chair w/ ottoman

Kids Bedroom

Bunk beds
TV
Dresser with mirror

Bedroom

1 bed
1 dresser w/ mirror
1 TV

ECHO BAY

Garage

Nacho machine
Popcorn machine
Pizza oven
Ping pong table
Mystery furniture (?)
1 charger/jump starter
1 refrigerator
1 storage locker

Family room – lower level

10x10 Couch Sectional
1 lazy boy
2 end tables
2 table lamps
1 coffee table
1 framed bear print
Audio/visual equipment
1 faux bear rug

Bedroom

2 double beds
1 TV
1 night stand

Stairway

Fish Mirror

Second Floor – Main

8' couch sectional
8' round area rug
1 square coffee table
1 table lamp
6 barrel bar stools
1 round barrel table
1 end table
Dining table with 6 chairs
Side table
Sofa table
2 TV's
Pheasant mount
2 fishing prints

Master Bedroom

1 TV
King size bed
Night stand
Antler lamp
8' couch
2 prints over the bed
TV in master bath

Second bedroom

Queen size bed
1 TV
Dresser with mirror
Night stand with lamp

Kitchen

Stackable duet water/dryer
Kitchen Aide Refrigerator
Dishwasher Ice Maker Microwave/oven (stacked)
Cook top

ECHO BAY DETACHED GARAGE

Patio furniture

Upper Apartment

First Bedroom Room

Bunk Beds

Dresser

TV

Lamp

Second Bedroom

Queen Bed

Night stand

Dresser with mirror

Leather chair 1 TV

2 prints

1 wildlife print in bath

OUTSIDE AROUND THE GROUNDS

11706 (East Property)

2 jet ski lifts

2 covered boat lifts

1 double covered jet ski lift

1 boat lift

1 jet ski lift

3-33' Canopy

Dock system in water

2 coved boat lifts

1 trampoline

MAIN HOUSE

Various Teak Patio furniture

Dining set

2 rockers

4 lounge chairs

Gas grill

Dual burning heater @ pool

MN Twins pop machine

Plastic lockers

11 metal flower pots

Wood hammock stand

ECHO BAY

Patio Furniture
Dock system covered boat lift
Gas grill
Blue canoe/kayak
2 metal urns

WES HANSON BUILDERS, INC.
 DRAW NO. STL 1107
 OWNER: JACOB HOLDINGS OF CROSSLAKE, LLC
 PROJECT: SOUTH BAY
 ADDRESS: 11706 CROSS AVE, CROSSLAKE, MN
 DRAW DATE: 6/11/07

6/11/2007

Exhibit B

#	CATEGORY	SUBCONTRACTOR	AMOUNT	ED. TO DATE	THIS DRAW	BALANCE	% COMPLT % TO COMPLT
1	LUMBER	SOUTHSIDE SIMONSON	\$451,118.00	\$447,833.82	\$3,224.16	\$80.02	100% 0%
2	BEAM PACKAGE	SOUTHSIDE	\$167,805.00	\$167,805.00	\$0.00	\$0.00	100% 0%
3	PERMITS	CROW WING COUNTY	\$1,150.00	\$1,150.00	\$0.00	\$0.00	100% 0%
4	SITE WORK	WHB/STRUCTURAL DES	\$31,500.00	\$31,299.44	\$0.00	\$200.54	99% 1%
5	ENTRY SYSTEM	WHB	\$11,182.00	\$8,182.00	\$4,929.16	\$70.84	98% 1%
6	WINDOWS	STRUCTURES INT.	\$128,414.00	\$128,414.00	\$0.00	\$0.00	100% 0%
7	BEAM LABOR EX	WHB	\$54,840.00	\$64,192.17	\$710.23	\$37,60	108% 0%
8	BEAM LABOR INT.	WHB	\$77,080.00	\$74,044.61	\$3,035.28	\$-4.49	99% 0%
9	DECK LABOR	WHB	\$22,140.00	\$16,409.85	\$5,889.45	\$40.90	100% 0%
10	EXCAVATING	WANNEBO	\$10,900.00	\$10,831.00	\$0.00	\$89.00	99% 1%
11	CONCRETE	RICKARD & SONS	\$120,500.00	\$120,545.45	\$0.00	-\$45.45	100% 0%
12	GENERATOR	FELDER ELECTRIC	\$39,268.00	\$20,000.00	\$19,109.00	\$180.00	100% 0%
13	WATERPROOFING	BRAINERD WATERPROOF.	\$20,278.00	\$20,278.19	\$0.00	\$0.81	100% 0%
14	MISC/WELDING		\$10,000.00	\$8,670.41	\$310.00	\$18.59	100% 0%
15	FRAMING LABOR	WHB	\$185,750.00	\$187,778.98	\$-1,023.58	\$24.35	109% 0%
16	ROOFING	ALLSTAR CONSTR.	\$109,725.00	\$109,532.53	\$0.00	\$192.47	100% 0%
17	SIDING/TRIM LBR	WHB	\$119,310.00	\$116,349.50	\$2,950.00	\$10.60	100% 0%
18	PLUMBING	MONSEY PLUMBING	\$63,834.00	\$57,477.50	\$8,358.50	\$0.00	100% 0%
19	HEATING/AC	CROSSLAKE SHEETMETAL	\$113,017.00	\$103,786.00	\$9,231.00	\$0.00	100% 0%
20	ELECTRICAL	FELDER ELECTRIC	\$50,952.00	\$21,318.19	\$28,633.81	\$0.00	100% 0%
21	INSULATION	EXPERT INSULATION	\$26,691.00	\$26,000.00	\$690.00	\$1.00	100% 0%
22	DRYWALL	JOHN FRANZEN	\$62,495.00	\$62,000.00	\$460.00	\$45.00	100% 0%
23	TIG LABOR	WHB	\$27,266.00	\$26,164.50	\$1,076.00	\$24.50	100% 0%
24	GARAGE DOORS	GREAT NORTHERN DOOR	\$16,276.00	\$16,276.40	\$0.00	-\$0.40	100% 0%
25	FINISH LABOR	WHB	\$140,484.00	\$111,705.33	\$28,678.32	\$10.35	100% 0%
26	CABINETS	WOOD PRODUCTS	\$139,498.00	\$139,000.00	\$426.00	\$72.00	100% 0%
27	COUNTER TOPS	WOOD PRODUCTS	\$39,968.00	\$11,000.00	\$28,968.00	\$0.00	100% 0%
28	HARDWARE	SIMONSON	\$8,954.00	\$0.00	\$8,937.00	\$17.00	100% 0%
29	CLOSET SYSTEM	CALIFORNIA CLOSETS	\$12,600.00	\$0.00	\$12,500.00	\$0.00	100% 0%

VES HANSON BUILDERS, INC.

DRAW NO. 6/11/07

OWNER: JACOB HOLDINGS OF CROSSLAKE, LLC

PROJECT: SOUTH BAY

ADDRESS: 11708 CROSS AVE., CROSSLAKE, MN
DRAW DATE: 6/10/07

6/11/2007

#	CATEGORY	SUBCONTRACTOR	AMOUNT	PD. TO DATE	THIS DRAW	BALANCE	% COMPLT% TO COMPL%
30	APPLIANCES	GUYERS	\$55,613.00	\$367.87	\$10.45	100%	0%
31	INTERIOR DOORS	RENNERBERG WOODS	\$35,888.00	\$33,465.88	\$210.00	\$20.02	100%
32	FIREPLACE/STONE	POLCARO MAS.	\$161,248.00	\$161,884.05	\$0.00	\$183.85	100%
33	STONEWORK	POLCARO MAS.	\$49,508.00	\$78,886.63	\$880.50	\$40.97	100%
34	GUTTERS	ALL STAR CONSTR.	\$23,500.00	\$15,693.00	\$7,905.00	\$2.00	100%
35	COPPER CHIMNEY	ALL STAR CONSTR.	\$0.00	\$0.00	\$0.00	\$0.00	0%
36	TILE	SHOREWOOD TILE	\$30,518.00	\$30,088.28	\$410.00	\$22.71	100%
37	RUBBER FLOOR		\$0.00	\$0.00	\$0.00	\$0.00	0%
38	CARPET	BILL MAKOWSKY	\$24,225.00	\$24,225.00	\$0.00	\$0.00	100%
39	WOOD FLOOR	JERRY'S HARDWOOD	\$43,243.00	\$35,805.53	\$7,437.37	\$0.00	100%
40	RUBBER ROOF	WHB	\$1,400.00	\$1,400.00	\$0.00	\$0.00	100%
41	GLASS	GULL LAKE GLASS	\$9,000.00	\$9,000.00	\$8,942.67	\$57.23	99%
42	FAUX FINISH	GREAT INDOORS	\$20,000.00	\$17,442.23	\$2,550.00	\$7.77	100%
43	LIGHT FIXTURES	LIGHT DEPOT	\$17,900.00	\$17,250.32	\$609.89	\$39.79	100%
44	PAINTING/GIANT	C.L. PAINTING/FINISH	\$37,718.00	\$37,681.91	\$399.00	\$87.08	100%
45	PAINTING/EXT.	C.L. PAINTING/FINISH	\$24,510.00	\$24,500.00	\$0.00	\$10.00	100%
46	WATER SOFTENER	KINNETICO	\$4,380.00	\$4,188.00	\$102.00	\$181.00	99%
47	SEPTIC SYSTEM	WANNEBO	\$6,380.00	\$4,842.65	\$1,637.45	\$0.00	100%
48	WELL/PUMP	LAMBERT	\$7,032.00	\$6,150.80	\$860.00	\$1.40	100%
49	LUTRON SYSTEM	DEF. INTEGRATIONS	\$32,550.00	\$30,000.00	\$2,250.00	\$0.00	100%
50	THEATER	DEF. INTEGRATIONS	\$135,000.00	\$134,085.00	\$925.00	\$0.00	100%
51	SECURITY	LLOYDS	\$5,000.00	\$3,988.60	\$1,041.50	\$0.00	100%
52	VACUUM		\$0.00	\$0.00	\$0.00	\$0.00	0%
53	DUMP FEES	N. COUNTRY ROLLOFF	\$8,800.00	\$8,537.28	\$32.74	\$0.00	100%
54	CLEANING		\$8,000.00	\$0.00	\$6,000.00	\$0.00	100%
55	B.R. INSURANCE		\$0.00	\$0.00	\$0.00	\$0.00	0%
56	LANDSCAPE	CENTRAL LAKES LNDSCAP	\$260,000.00	\$172,398.75	\$77,540.00	\$63.25	100%
57	ORKLIFT	WHB	\$20,000.00	\$19,816.18	\$0.00	\$184.81	99%
58	AUDIO/VIDEO	DEF. INTEGRATIONS	\$137,441.00	\$135,000.00	\$2,441.00	\$0.00	100%

WES HANSON BUILDERS, INC.
 DRAW NO. 1
 OWNER: JACOB HOLDINGS OF CROSSLAKE, LLC
 PROJECT: SOUTH BAY
 ADDRESS: 11708 CROSS AVE, CROSSLAKE, MN
 DRAW DATE: 6/15/07

6/11/2007

#	CATEGORY	SUBCONTRACTOR	AMOUNT	PD. TO DATE	THIS DRAW	BALANCE	% COMPLI.	% TO COMPL.
59	EPOXY FLOORS	PRO SOURCE MAINTAIN	\$7,420.00	\$0.00	\$7,420.00	\$0.00	100%	0%
60	16" DRY HYDRANT	LAMBERT	\$8,240.00	\$8,240.00	\$0.00	\$0.00	100%	0%
61	CONSTR. FENCE	BLOOD BROS. FENCE	\$18,681.29	\$18,681.29	\$0.00	\$0.00	100%	0%
62	DEMOLITION	WANNEBO	\$4,382.00	\$4,382.00	\$0.00	\$0.00	100%	0%
63	CLEARING SITE	J&N TREES	\$4,609.00	\$4,609.00	\$0.00	\$0.00	100%	0%
64	FEMA CERT.	LANDECKER & ASSOC.	\$2,725.00	\$2,725.00	\$0.00	\$0.00	100%	0%
	SUBTOTAL		\$3,484,915.29	\$3,194,703.65	\$288,244.47	\$1,967.27		
66	W/HB OVERHEAD		\$248,788.20	\$230,310.60	\$20,507.16	\$7,918.56		
67	CPS 6% FEE		\$227,921.13	\$206,817.71	\$19,113.10	\$1,980.32		
68	CHANGE ORDER C.P.S. 6%							
	TOTAL		\$3,971,634.62	\$3,831,470.32	\$131,430.45	\$291,266.16		
	CHANGE ORDER SUMMARY	ADDS						
	Total Changes previously approved by Owner							
	Change Order #1 - Master Bedroom Wall		\$3,034.09	\$3,034.09	\$0.00	\$0.00		
	Change Order #2 - Porch Addition		\$51,938.00	\$49,887.25	\$2,050.89	\$2,070.75		
	Change Order #3 - Full Masonary Fireplace Patio		\$10,450.00	\$10,450.00	\$0.00	\$0.00		
	Change Order #4 - Appliances		\$19,272.47	\$19,272.47	\$0.00	\$0.00		
	Change Order #5 - Security		\$2,970.00	\$2,970.00	\$0.00	\$0.00		
	Change Order #6 - Soffit Lights & Trim		\$9,900.00	\$9,900.00	\$0.00	\$0.00		
	Change Order #7 - Boat House		\$47,916.00	\$35,380.05	\$12,535.95	\$12,516.00		
	Change Order #8 - HVAC/Electric		\$8,537.10	\$7,800.00	\$0.00	\$937.10		
	Change Order #9 - Blinds		\$104,486.84	\$40,000.00	\$84,241.79	\$84,488.84		
	Change Order #10 - Plumbing/Hammerton Lights		\$41,457.84	\$31,812.00	\$9,636.55	\$9,845.84		
	TOTAL CHANGE ORDER		\$289,884.14	\$210,285.86	\$83,488.23	\$89,878.28		
	C.P.S. 6%				\$5,307.49			

EXHIBIT C

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Bky. No.: 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made and entered into among and between TCF National Bank (“TCF”) and Randall L. Seaver, in his capacity as trustee (the “Trustee”) of the bankruptcy estate of Dennis E. Hecker (the “Debtor”).

RECITALS

WHEREAS, the Trustee is the duly appointed Chapter 7 Trustee in the above-captioned bankruptcy case; and

WHEREAS, the Trustee asserts that within the 90-day period preceding the Debtor’s bankruptcy petition, the Debtor made the following payments to TCF on account of antecedent debts owed to TCF by the Debtor:

- A payment via debit to the Debtor’s TCF account in the amount of \$58,706.32 on March 24, 2009;
- A payment via debit to the Debtor’s TCF account in the amount of \$47,811.71 on March 27, 2009;
- A May 7, 2009 payment to TCF via check 1109 drawn on the US Bank account of Walden Auto Holding Leasing Co., an inactive corporation wholly-owned and controlled by the Debtor, in the amount of \$5,519.73;
- A May 8, 2009 payment to TCF via check 1112 drawn on the US Bank account of Walden Auto Holding Leasing Co., an inactive corporation wholly-owned and controlled by the Debtor, in the amount of \$5,519.73; and

- A May 8, 2009 payment to TCF via check 1113 drawn on the US Bank account of Walden Auto Holding Leasing Co., an inactive corporation wholly-owned and controlled by the Debtor, in the amount of \$23,130.26.

(collectively the “Transfers”); and

WHEREAS, TCF claims a lien and security interest in and to certain personal property of Jacob Holdings of Cross Lake, LLC, or the Debtor listed on Exhibits A and Exhibit B (the “JHCL Personal Property”) located in and about certain residences and facilities on Cross Lake near Brainerd, Minnesota and held in the name of JHCL (the “Cross Lake Property”); and

WHEREAS, TCF indicates that it financed the acquisition of certain of the JHCL Personal Property as described on the draw request attached hereto as Exhibit B, and holds a purchase money lien with respect to such personal property; and

WHEREAS, the Trustee, on behalf of the estate, claims that some or all of the JHCL Personal Property is property of the Debtor’s bankruptcy estate; and

WHEREAS, the Trustee has made demand upon TCF for payment on account of the Transfers and for turnover of the JHCL Personal Property; and

WHEREAS, TCF disputes the Trustee’s assertions regarding the Transfers and the JCHL Personal Property, has responded to the Trustee’s demand, and has asserted the existence of various defenses to the Trustee’s claims to recover the Transfers as preferences and to recover the JHCL Personal Property; and

WHEREAS, the Trustee is willing to convey, to the extent the Debtor’s bankruptcy estate can do so, the JHCL Personal Property to TCF on the terms set forth below; and

WHEREAS, TCF held a first lien, mortgage and security interest in and to the Cross Lake Property granted by JHCL (the “TCF Mortgage”), initiated non-judicial foreclosure proceedings related to the Cross Lake Property and the TCF Mortgage, conducted a Sheriff’s

sale regarding the TCF Mortgage on the Cross Lake Property on May 24, 2010, and now holds a Sheriff's Certificate with respect to such sale; and

WHEREAS, JHCL is a wholly owned subsidiary of Jacob Properties of Minnesota, LLC ("JPM"); and

WHEREAS, the estate has abandoned its interest in and to JPM, except for a 5% ownership interest in JPM held by the estate through Rosedale Dodge; and

WHEREAS, the Trustee believes that litigation in pursuit of recovery of the Transfers and the JHCL Personal Property would be expensive and time-consuming and result in the depletion of assets of the estate with no guarantee of success; and

WHEREAS, the Trustee and TCF have reached a settlement of their disputes related to the Transfers and the JHCL Personal Property upon the terms set forth below; and

WHEREAS, the Trustee believes that the settlement set forth below is in the best interests of creditors and the bankruptcy estate.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge.

IT IS HEREBY AGREED:

1. Payment. Within 15 days after entry of an order of the Bankruptcy Court in form and substance acceptable to TCF and the Trustee approving this Agreement, TCF shall pay to the Trustee, in good and immediately available funds, the sum of One Hundred Forty Thousand Dollars (\$140,000.00), (i) in full and complete satisfaction of any claim that the trustee could make with respect to the Transfers, whether under 11 U.S.C. §§ 544, 547(b), or 548, or

otherwise, and (ii) in payment for the transfer of the JHCL Personal Property as set forth herein.. Payment shall be made by cashier's check or certified bank draft, and shall be made payable to "Randall L. Seaver, Trustee" or his order. If the order approving this Agreement is appealed, or if a motion is filed to stay or vacate the effect of such order, the Trustee will hold the settlement payment in trust for the benefit of TCF until final disposition of all such appeals or motions. If the order approving this Agreement is reversed on appeal, or if the order approving this Agreement is stayed or vacated, the Trustee shall promptly return the settlement payment to TCF.

2. Release of Transfers Claim. Upon the Trustee's receipt of payment in the amount specified in Paragraph 1 above, the Trustee waives, releases and forever discharges any and all claims, liabilities, actions, causes of action, suits, demands, charges and damages of whatever kind the Trustee, the Debtor or the Debtor's Estate may have against TCF related to the Transfers. The Trustee agrees not to file any complaint against TCF seeking avoidance or recovery of the Transfers. The parties agree that Trustee's rights to assert claims against TCF as to any other transfers or other claims or property not specifically identified herein shall be and hereby are expressly preserved. The Trustee represents that he is presently unaware of any other claims that the Debtor's estate may have against TCF.

3. Transfer of Interest in JHCL Personal Property. Upon the Trustee's receipt of payment in the amount specified in Paragraph 1 above, the Trustee sells, assigns and transfers to TCF pursuant to 11 U.S.C. § 363 all right, title and interest of the Debtor's bankruptcy estate in and to the JHCL Personal Property free and clear of all interests, liens, claims, charges, pledges, security interests and other encumbrances, and shall execute a Bill of Sale in the form attached hereto as Exhibit C to evidence such transfer. Pursuant to 11 U.S.C. § 363(g), the Trustee shall

convey the JHCL Personal Property free and clear of any vested or contingent rights in the nature of dower or courtesy, and pursuant to 11 U.S.C. § 353(h), free and clear of the interest of any co-owner in the JHCL Property. The Trustee shall provide notice to all parties claiming an interest in the JHCL Personal Property of the transfer of the JHCL Personal Property as contemplated herein.

4. Release of Interest in the Cross Lake Property. The Trustee further agrees that it will not object to TCF's foreclosure of the TCF Mortgage encumbering the Cross Lake Property.

5. Binding Effect. The parties agree that a portion of the consideration provided by TCF relates to certain payments made by the Debtor from an account held nominally by Walden Auto Leasing Holding Co. ("Walden"), a Florida corporation owned by the Debtor which, according to the records of the Secretary of State for the State of Florida, ceased business operations and was administratively dissolved in or around 1999. The parties agree that this Agreement should bind Walden and its successors and assigns, if any, and that the parties will seek the Bankruptcy Court's approval of an Order, in form and substance acceptable to the parties, which binds Walden and its successors and assigns, if any, to the terms of this Settlement Agreement, such that Walden and its successors and assigns may not bring any causes of action against TCF related to the Transfers.

6. Acknowledgements. The undersigned, by execution hereof, state that they have reviewed this Agreement with their respective legal counsel, and that they understand and fully agree to each, all, and every provision hereof, and hereby acknowledge receiving a copy of this Agreement.

7. Bankruptcy Court Approval. This Agreement shall be construed and interpreted under the laws of the State of Minnesota and is subject to final approval of the United States

Bankruptcy Court. If approval is not obtained by September 10, 2010, this Agreement shall become null and void.

8. Further Assurances. Should any additional instruments be necessary or desirable to accomplish the purpose of this Agreement, such additional instruments will be promptly executed and delivered upon the request of the other party. The Trustee shall, immediately upon execution of this Agreement, take such actions as are necessary to obtain an order, in form and substance acceptable to the parties, approving this Agreement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which, upon execution, shall constitute but one and the same Agreement.

10. Complete Agreement. It is specifically understood and agreed that the consideration recited herein is in full, final, and complete compromise, settlement, accord and satisfaction of disputed claims, and there are no covenants, promises, or undertakings outside of this Agreement other than as specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Dated: July 24, 2010

By: 
Randall L. Seaver, Trustee

Dated: July 29, 2010

TCF NATIONAL BANK

By: Martin J. Foy
Its: Senior Vice President

File # 5305309.04

Exhibit A

HECKER INVENTORY – CROSS LAKE – MAY 2010

All fixtures, furniture, furnishings, equipment and other personal property located in, on, or around the land and buildings located at 11614 Echo Bay Drive, 11700 and 11706 Cross Lake Avenue, Cross Lake, Minnesota, including, without limitation, the following:

MAIN HOUSE – SECOND FLOOR

Master Bedroom

Candlesticks & bowl
Clock
3 TV's
1 undercounter refrigerator
Area rug
Lamp
2 oversized chairs
Side table
Larger planter
Lounger
King size bed
2 lamps end table's large mirror
Large picture in master bath

Hallway outside Master Bedroom

Leather bench
Bear picture
Large pillows

Daughter's Bedroom

1 TV
Double bed
2 lamps
Toy chest
Dresser
Night stand

Bathroom
2 pictures

Spare Room Connected to Daughter's Room

Foosball table
1 TV
2 wicker storage units
Stuff cow

Upstairs Hallway

3 Framed prints
Built-in desk w/ computer and printer

Son's Room

Double Bed
1 TV
End Table
Dresser
Pink Chair
Electric Guitar
"Love Sac" chair

Upstairs Family Room

1 Bubble Hockey game
Sectional couch
Ottoman
Leather 12' x 12' Rug
1 framed Redlin signed number print
1 TV
Woofer
1 Stuffed Elephant

Hallway to Nanny's Quarters

4 framed golf prints
1 numbered golf club collection of Jack Nicolas

Nanny's Quarter's

K. Zylla framed picture
1 print in bathroom
Large basket
'Microwave
Kitchen aide Refrigerator
Dining table and 4 chairs
3 area rugs

Butcher block sofa table
Wall mirror
Couch
Love seat
Chair
Coffee table
2 end tables
2 TV
2 framed prints
Double bed
Dresser w/ mirror
Night stand
Dresser

FIRST FLOOR

Exercise Room

1 gun cabinet
L butcher-block plant stand
1 TV
1 Leroy Neiman signed 1980 Olympic print
1 refrigerator
1 Mel Blanc print
1 massage table
1 free weight Hoist bench
1 Lifefitness Tread Mill
1 Elliptical machine
1 stationary bike
1 dumbbell set and rack from 2.5 to 30 lbs

Main Floor Powder room

2 wall prints

Billiards Room / Office Hallway

Bear picture hanging
Pool cue rack (4 cues, 1 cheater cue)
Large Rug

Office/Den

L1 large leather desk chair
1 desk side chair
2 TV's
HP desk printer, scanner/copier
1 signed Soprano's print
2 Orrefors figurines
1 baccarat polar bear
1 frosted glass grizzly
2 small Lladro bears
3 polar bears figurines
1 Mats Jonasson glass bear
2 glass bears
1 small
1 sculpture bear (white on glass)
1 12" bronze bear golfing
1 15"long glass car
1 Llardo golfer #4824
1 Red Skelton collector porcelain plaque Number 1705/1993
1 Buggs Bunny/Daffy duck golf figurine
Glass golf head paper weight
Coke Cola Bottle in case "Timeless Refreshments"
Waterford desk set w/ 2 pen holders and a clock
Ceramic hockey figurine
1 "Thumbs Up" figurine
1 Lalique frosted Glass Lion
1 Baccarat red heart
1 15" glass boat
1 motor cycle gold cart figurine
1 Lladro – Boy in plane
1 Chrysler hood ornament
1 Waterford glass American flag
1 12" cut glass pedestal bowl
1 refrigerator
Miscellaneous golf balls
Silver ashtray
Tiffany & Co. clock
Ducati pen
Headless golfer
"Cherished Teddies Registration No. 3R1/849
Marble base black onyx globe desk plate
Misc books
2 reading/Sunglasses cases
1 circular 8' rug
1 10'x12' rug
1 pedestal globe

2 desk lamps
2 calculators
1 desk bowl ornament

Fireplace

1 eagle sculpture
1 area lake aerial photo
2 large candle holders
1 set stag bookends
1 wire magazine rack

Den area

2 end tables
2 large leather chairs
1 table lamp
1 floor lamp
1 large ceramic urn
2 person lounger
2 signed clown paintings by Red Skelton

BILLIARDS ROOM

1 Dart Board wall unit
2 bar stools
Bear Boat art work
1 TV
1 fainting couch
1 pool table / pool balls
1 9'x12' area rug
1 leopard chair & ottoman
Inside closet – 1 Lion and 1 Zebra painting

FOYAR

4' Faux stuffed bear
9'x12' rug
2 person bench
“Bear fireplace” art work
Sofa table
3 antler candle holders
18" leopard vase
Bear on Trail art work

LIVING ROOM

8' Sideboard
Glass bowl with metal leaf holder
Antler artwork
Tall vase with feather balls
Misc candles and vases
7 bottles of wine
1 love seat
1 couch
2 side chairs (leather & leopard)
1 leather coffee table
2 end tables
1 table lamp
1 9'x12' area rug
2 4' high twig plat stands
Misc candle holders

Fireplace

3 large candle holders
Acorn leaf sculpture
1 Brainerd area lake art
1 pair snow shoes

DINING ROOM

1 18'x12' area rug
4' x 12' Dining room table with 12 chairs
Decorative bowl
1 TV

Built-in

Assorted glasses (water, wine, beer)
Bowls and platters
1 Tiffany & Co. rose bowl
Orrefors candy dish
Champagne Box (?) (signed)

MAIN KITCHEN

Built in Wolf double ovens
1 Henckeles knife set
Spice rack
8 burner wolf gas stove
Toaster
Farberware counter grill
Pizza toaster oven

Misc pots, pans, tick pots, cookie sheet, mixing bowls
Misc flatware
Misc kitchen utensils
Decorative vegetable jars
Ice machine
Wine openers sub zero wine cooler

Tepanaki Kitchen

8 bar stools
1 dishwasher
Tepanaki grill
Microwave oven
Built in oven
Pantry
Misc kitchen supplies

SUNROOM/BAR AREA

Harley Davidson American Legend Juke box
4 piece sectional couch
1 leather rocking chair
1 4'round ottoman
1 8' leather bench
1 12'x9' area rug
Frank Sinatra wall art
2 TV's
Slot machine
Wall clock
1 elk head mount
Glass cowboy hat
5 bar stools
6' Elvis statue
Mega Touch bar game
Golden Tee game
Karaoke machine
2 refrigerators and 1 ice maker
Misc bar supplies Misc glass bar ware
Waterford wine opener /bar set

PORCH

1 TV
1 6' pine bench (American Flags)
1 Last Action Hero pinball game
1 Pirates of the Caribbean pin ball game
2 leather rockers
2 hickory oversized chairs

Side table with lamp
Plant stand (metal)
Cub Dears in Car art work
Cement dog on fireplace

THEATER

8 blue leather theater chairs
1 refrigerator
Movie equipment (utility room across from theater)

Hallway

2 2.5'X7 hallway rugs

MAIN FLOOR 3/4 BATH

1 Wall print

LAUNDRY ROOM

Stackable whirlpool duet washer and dryer

MUD ROOM

2 large dog kennels
1 6'x8' rug

MAIN HOUSE GARAGE

1 Ping pong table
1 Foosball table
1 TV
1 Coke machine
1 Pepsi refrigerator
Cushions for patio furniture
Fireworks
Garden shed
Patio heater
Shop vac
Patio furniture
3 battery charges/jump starters
Life jackets/vest
Various helmets
Paint ball guns (4 with 2 bags)

BOAT HOUSE

5 seadoo water togs depth pathing machines
1 TV
1 couch
1 coffee table
Teak loungers with cushions

BEACH HOUSE GARAGE DETACHED

2 kneeboards
5 sets of water ski's
4 wake boards
3 pressure washers
2 portable gas tanks
1 snow plow Boss blade
7 bicycles
1 schwin tandem bicycle
Various fishing gear
2 gas/oil yellow storage locker
1 Craftsman tool chest

BEACH HOUSE GARAGE DETACHED APARTMENT

1 couch
1 chair
1 ottoman
1 game table (includes chess, craps. Roulette etc.)
1 air hockey game table
1 refrigerator
Computer screen/keyboard
1 double bed
Various framed art work

Outside of the building

Half pipe skate board ramp
2 full hockey nets

11706 (EAST PROPERTY)

Garage

Patio furniture
Patio heater
Nex Gas Grill
1 beer keg

Living Space above the garage

2 double beds
2 bedroom TV's
1 dresser with mirror
Night stand
1 TV in kitchen
1 Refrigerator
1 microwave
1 cooktop
1 dishwasher
5 barrel stools
Framed Moose painting
1 dining room table with 6 chairs
2 TV's (living room and office)
Sofa table
1 couch
2 chairs
Coffee table
End table
Offer dresser
Desk
Small cupboards

MAIN (11706 BUILDING)

Entry table
Fish mirror
Bear lamp
Stacked washer & dryer
Upstairs
Bedroom-2 log dresser
2 log night stands
Log king size bed
2 pine cone lamps
1 pine cone mirror
1 wing back chair

Living area

Real bear rug hanging in stairway
1 TV
Walleye mount
1 love seat
1 couch
1 chair with ottoman
1 coffee table
1 end table
4 barrel bar stools

1 10'x12 area rug
Hen/chicken wire art work
Audio visual equipment
Ice maker
Dishwasher
Stove Viking Refrigerator/freezer

Sun Room

1 TV
2 end tables
1 coffee table
1 floor lamp
1 leather couch
1 leather oversized chair w/ ottoman

Kids Bedroom

Bunk beds
TV
Dresser with mirror

Bedroom

1 bed
1 dresser w/ mirror
1 TV

ECHO BAY

Garage

Nacho machine
Popcorn machine
Pizza oven
Ping pong table
Mystery furniture (?)
1 charger/jump starter
1 refrigerator
1 storage locker

Family room – lower level

10x10 Couch Sectional
1 lazy boy
2 end tables
2 table lamps
1 coffee table
1 framed bear print
Audio/visual equipment
1 faux bear rug

Bedroom

2 double beds
1 TV
1 night stand

Stairway

Fish Mirror

Second Floor – Main

8' couch sectional
8' round area rug
1 square coffee table
1 table lamp
6 barrel bar stools
1 round barrel table
1 end table
Dining table with 6 chairs
Side table
Sofa table
2 TV's
Pheasant mount
2 fishing prints

Master Bedroom

1 TV
King size bed
Night stand
Antler lamp
8' couch
2 prints over the bead
TV in master bath

Second bedroom

Queen size bed
1 TV
Dresser with mirror
Night stand with lamp

Kitchen

Stackable duet water/dryer
Kitchen Aide Refrigerator
Dishwasher Ice Maker Microwave/oven (stacked)
Cook top

ECHO BAY DETACHED GARAGE

Patio furniture

Upper Apartment

First Bedroom Room

Bunk Beds

Dresser

TV

Lamp

Second Bedroom

Queen Bed

Night stand

Dresser with mirror

Leather chair 1TV

2 prints

1 wildlife print in bath

OUTSIDE AROUND THE GROUNDS

11706 (East Property)

2 jet ski lifts

2 covered boat lifts

1 double covered jet ski lift

1 boat lift

1 jet ski lift

3-33' Canopy

Dock system in water

2 coved boat lifts

1 trampoline

MAIN HOUSE

Various Teak Patio furniture

Dining set

2 rockers

4 lounge chairs

Gas grill

Dual burning heater @ pool

MN Twins pop machine

Plastic lockers

11 metal flower pots

Wood hammock stand

ECHO BAY

Patio Furniture
Dock system covered boat lift
Gas grill
Blue canoe/kayak
2 metal urns

WES HANSON BUILDERS, INC.
 DRAW NO. 211-07
 OWNER: JACOB HOLDINGS OF CROSSLAKE, LLC
 PROJECT: SOUTH BAY
 ADDRESS: 11706 CROSS AVE., CROSSLAKE, MN
 DRAW DATE: 6/11/07

6/11/2007

Exhibit B

#	CATEGORY	SUBCONTRACTOR	AMOUNT	PD. TO DATE	THIS DRAW	BALANCE	% COMPLT % TO COMPLT
1	LUMBER	SOUTHSIDE SIMONSON	\$451,118.00	\$447,633.02	\$3,224.16	\$80,02	100% 0%
2	BEAM PACKAGE	SOUTHSIDE	\$167,605.00	\$167,605.00	\$0.00	\$0.00	100% 0%
3	PERMITS	CROW WING COUNTY	\$1,150.00	\$1,150.00	\$0.00	\$0.00	100% 0%
4	SITE WORK	WHB STRUCTURAL-DES	\$31,500.00	\$31,269.46	\$0.00	\$20.54	99% 1%
5	ENTRY SYSTEM	WHB	\$11,182.00	\$8,182.00	\$4,929.16	\$10.84	98% 1%
6	WINDOWS	STRUCTURES INT.	\$126,414.00	\$126,414.00	\$0.00	\$0.00	100% 0%
7	BEAM LABOR EX	WHB	\$54,840.00	\$54,192.17	\$710.23	\$37.60	100% 0%
8	BEAM LABOR INT.	WHB	\$77,080.00	\$74,044.31	\$3,031.29	\$4.18	100% 0%
9	DECK LABOR	WHB	\$22,140.00	\$18,409.85	\$5,889.45	\$0.50	100% 0%
10	EXCAVATING	WANNEBO	\$10,800.00	\$10,231.00	\$0.00	\$99.00	99% 1%
11	CONCRETE	RICKARD & SONS	\$120,500.00	\$120,548.46	\$0.00	-\$46.46	100% 0%
12	GENERATOR	FELDER ELECTRIC	\$39,286.00	\$26,000.00	\$19,109.00	\$180.00	100% 0%
13	WATERPROOFING	BRAINERD WATERPROOF.	\$20,278.00	\$20,278.18	\$0.00	\$0.81	100% 0%
14	MISC. WELDING		\$10,000.00	\$9,670.41	\$310.00	\$18.59	100% 0%
15	FRAMING LABOR	WHB	\$196,855.00	\$193,778.98	\$1,023.58	\$34.38	100% 0%
16	ROOFING	ALLSTAR CONSTR.	\$109,725.00	\$109,532.53	\$0.00	\$192.47	100% 0%
17	SIDING/TRIM LBR	WHB	\$118,310.00	\$118,349.50	\$2,950.00	\$10.50	100% 0%
18	PLUMBING	MONSEES PLUMBING	\$63,834.00	\$57,477.50	\$6,356.50	\$0.00	100% 0%
19	HEATING/AC	CRSI AK SHEETMETAL	\$113,017.00	\$103,788.00	\$9,231.00	\$0.00	100% 0%
20	ELECTRICAL	FELDER ELECTRIC	\$50,882.00	\$21,318.18	\$29,633.81	\$0.00	100% 0%
21	INSULATION	EXPERT INSULATION	\$28,691.00	\$26,000.00	\$690.00	\$1.00	100% 0%
22	DRYWALL	JOHN FRANZEN	\$62,495.00	\$52,000.00	\$460.00	\$45.00	100% 0%
23	T/G LABOR	WHB	\$27,286.00	\$26,164.50	\$1,126.00	\$24.50	100% 0%
24	GARAGE DOORS	GREAT NORTHERN DOOR	\$18,276.00	\$18,276.40	\$0.00	-\$0.40	100% 0%
25	FINISH LABOR	WHB	\$140,484.00	\$111,795.33	\$28,678.32	\$10.36	100% 0%
26	CABINETS	WOOD PRODUCTS	\$139,498.00	\$139,000.00	\$498.00	\$72.00	100% 0%
27	COUNTER TOPS	WOOD PRODUCTS	\$39,988.00	\$11,000.00	\$28,988.00	\$0.00	100% 0%
28	HARDWARE	SIMONSON	\$8,854.00	\$0.00	\$8,837.00	\$17.00	100% 0%
29	CLOSET SYSTEM	CALIFORNIA CLOSETS	\$12,500.00	\$0.00	\$12,500.00	\$0.00	100% 0%

WES HANSON BUILDERS, INC.
 DRAW NO. 2010
 OWNER: JACOB HOLDINGS OF CROSSLAKE, LLC
 PROJECT: SOUTH BAY
 ADDRESS: 11708 CROSS AVE., CROSSLAKE, MN
 DRAW DATE: 6/10/07

6/11/2007

#	CATEGORY	SUBCONTRACTOR	AMOUNT	PD. TO DATE	THIS DRAW	BALANCE	% COMPLT. TO COMPL.
30	APPLIANCES	GUYS	\$56,692.00	\$55,813.68	\$867.37	\$10.46	100% 0%
31	INTERIOR DOORS	RENNEBERG WOODS	\$33,688.00	\$33,465.86	\$210.00	\$20.02	100% 0%
32	FIREPLACE/STONE	POLCARO MAS.	\$161,848.00	\$161,884.06	\$0.00	\$183.95	100% 0%
33	STONEWORK	POLCARO MAS.	\$89,808.00	\$79,886.63	\$80.50	\$40.97	100% 0%
34	GUTTERS	ALLSTAR CONSTR.	\$23,500.00	\$15,683.00	\$7,905.00	\$2.00	100% 0%
35	COPPER CHIMNEY	ALLSTAR CONSTR.	\$0.00	\$0.00	\$0.00	\$0.00	100% 0%
36	TILE	SHOREWOOD TILE	\$30,819.00	\$30,086.29	\$410.00	\$22.71	100% 0%
37	RUBBER FLOOR		\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0! #DIV/0!
38	CARPET	BILL MAKOWSKY	\$24,225.00	\$24,225.00	\$0.00	\$0.00	#DIV/0! #DIV/0!
39	WOOD FLOOR	JERRY'S HARDWOOD	\$43,243.00	\$35,805.63	\$7,437.37	\$0.00	100% 0%
40	RUBBER ROOF	WHB	\$1,400.00	\$1,400.00	\$0.00	\$0.00	100% 0%
41	GLASS	GUILL LAKE GLASS	\$8,000.00	\$8,000.00	\$8,942.67	\$57.33	98% 1%
42	FAUX FINISH	GREAT INDOORS	\$20,000.00	\$17,442.23	\$2,550.00	\$7.77	100% 0%
43	LIGHT FIXTURES	LIGHT DEPOT	\$17,900.00	\$17,250.32	\$609.89	\$39.79	100% 0%
44	PAINTING/INT.	C.L. PAINTING/FINISH	\$31,419.00	\$31,031.94	\$369.00	\$87.08	100% 0%
45	PAINTING/EXT.	C.L. PAINTING/FINISH	\$24,610.00	\$24,600.00	\$0.00	\$10.00	100% 0%
46	WATER SOFTENER	KINNETICO	\$4,390.00	\$4,189.00	\$0.00	\$191.00	98% 4%
47	SEPTIC SYSTEM	WANNEBO	\$6,380.00	\$4,842.65	\$1,537.45	\$0.00	100% 0%
48	WELL/PUMP	LAMBERT	\$7,032.00	\$6,150.80	\$860.00	\$140	100% 0%
49	LUTRON SYSTEM	DEF. INTEGRATIONS	\$32,560.00	\$30,000.00	\$2,560.00	\$0.00	100% 0%
50	THEATER	DEF. INTEGRATIONS	\$135,000.00	\$134,085.00	\$925.00	\$0.00	100% 0%
51	SECURITY	LLYODS	\$5,000.00	\$3,968.60	\$1,041.50	\$0.00	100% 0%
52	VACUUM		\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0! #DIV/0!
53	DUMP FEES	N. COUNTRY ROLLOFF	\$8,800.00	\$8,537.28	\$82.74	\$0.00	100% 0%
54	CLEANING		\$8,000.00	\$0.00	\$6,000.00	\$0.00	100% 0%
55	B.R. INSURANCE		\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0! #DIV/0!
56	LANDSCAPE	CENTRAL LAKES LNDSCAP	\$260,000.00	\$172,398.75	\$77,540.00	\$63.25	100% 0%
57	FORKLIFT	WHB	\$20,000.00	\$19,816.19	\$0.00	\$184.81	98% 1%
58	AUDIO/VIDEO	DEF. INTEGRATIONS	\$137,441.00	\$135,000.00	\$2,441.00	\$0.00	100% 0%

EXHIBIT C

BILL OF SALE

This Bill of Sale is entered into as of _____, 2010, by Randall L. Seaver as trustee in the bankruptcy case referenced below (the “Seller”) for the benefit of TCF National Bank (the “Buyer”).

In consideration of the payment contemplated in that certain Settlement Agreement dated _____, 2010, between the Seller and the Buyer, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the Seller hereby sells to the Buyer all of its right, title and interest in and to the following described personal property (the “Property”):

All fixtures, furniture, furnishings, maintenance equipment, docks, lifts and other personal property located in, or on, the land and buildings located at 11614 Echo Bay Drive, 11700 and 11706 Cross Lake Avenue, Cross Lake, Minnesota, including, without limitation, all personal property listed on Exhibits A and B hereto.

The Seller is selling the Property to the Buyer in the Seller’s capacity as the duly appointed trustee in the bankruptcy case of Dennis E. Hecker filed on June 3, 2009 in the United States Bankruptcy Court for the District of Minnesota (Case # 09-50779), and pursuant to the authorization of such bankruptcy court in its Order Authorizing Sale of Assets of Debtor Free and Clear of Interests entered on _____, 2010.

The Seller acknowledges he, as the trustee for the bankruptcy estate of Dennis E. Hecker, is selling all of his right, title and interest in and to the Property.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered as of the date first written above.

By: _____
Randall L. Seaver, Trustee

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No.: 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

**MEMORANDUM IN SUPPORT OF MOTION
TO APPROVE SETTLEMENT AND
TO SELL ASSETS FREE AND CLEAR OF LIENS**

INTRODUCTION

Randall L. Seaver, Chapter 7 Trustee for the Estate of Dennis Hecker (the “Trustee”) seeks the approval of a Settlement Agreement (the “Agreement”) with TCF National Bank (“TCF”) in the above-captioned proceeding. As discussed more fully below, the Trustee believes that the compromise embodied in the proposed settlement is in the best interests of the estate. Approval of the settlement with TCF will avoid litigation expense and uncertainty and will preserve assets of the bankruptcy estate. In addition, as a part of the Settlement Agreement, the Trustee seeks to sell certain property to TCF free and clear of liens.

STATEMENT OF FACTS

The Trustee incorporates by reference the factual averments set forth in the verified Motion for Approval of the Settlement Agreement and for an Order Authorizing Sale of Assets Free and Clear of Liens.

ARGUMENT

I. Approval of the Settlement

Federal Rule of Bankruptcy Procedure 9019(a) provides that “the Court may approve a compromise or settlement.” There are no perfect settlements, merely a range of reasonable settlements. *PW Enterprises, Inc. v. Kaler (In re Racing Services, Inc.)* 332 B.R. 581, 586 (8th Cir. BAP 2005). If the proposed settlement falls within the range of reasonable settlements, it may be approved by the Court. *Id.* The Court may approve the settlement, even over objections, if it is found to be in the best interest of the estate as a whole. *La'Teacha Tigue v. Sosne (In re La'Teacha Tigue)*, 363 B.R. 67, 72 (8th Cir.BAP 2007) (*citing Lambert v. Flight Transp. Corp. (In re Flight Transp. Corp. Sec. Litig.)*, 730 F.2d 1128, 1135 (8th Cir. 1984)). In determining whether the settlement is in the best interest of the estate, “the Court must consider: 1) the probability of success in the litigation; 2) the difficulties, if any, to be encountered in the matter of collection; 3) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; 4) the paramount interest of the creditors and a proper deference to their reasonable views in the premises.” *Id.* A balancing of these factors weighs in favor of a finding that the settlement should be approved.

A. Probability of Success in the Litigation

The Trustee has not yet commenced an adversary proceeding against TCF relating to the Transfers or the JHCL Personal Property. TCF has, however, indicated that it intends to vigorously defend against any action brought by the Trustee. The Trustee believes he would be successful on its claims relating to the Transfers and the JHCL Personal Property. However, the cost and expense to the estate to obtain a successful result would be substantial. Ultimately, the

Trustee is confident that a successful legal outcome could be obtained. That result, however, is less from certain.

B. Difficulties of Collection

Collection on a claim against the Transfers would not be difficult. The claims are for money and the collection would be against a large bank, TCF. Collection on the JHCL Personal Property, however, would be extremely difficult, time consuming, and expensive. In order to collect on claims relating to the JHCL Personal Property, the Trustee would be required to expend significant funds to gather up and then store the JHCL Personal Property. The Trustee had received a \$25,000.00 offer to purchase the docks and boat lifts from the estate, but believes that the package sale to TCF is a more favorable disposition. The Trustee would then need to hold an auction to attempt to sell those items. The net recovery from the process could be significantly lower than the purchase price proposed in a sale to TCF. This factor does, therefore, weigh in favor of the settlement being in the best interest of the estate.

C. Complexity of the litigation

Litigation against TCF would be complex. Significant discovery would have to be taken. The various claims and security interest in the JHCL Personal Property would have to be evaluated. Such claims inherently involve a certain level of complexity. This case is further complicated with claims relating to Jacob Properties of Minnesota, LLC and Jacob Holdings of Cross Lake, LLC.

D. Interests of the creditors

The Trustee believes that the interests of creditors are best served by the settlement. Through the settlement, the Trustee expects to obtain a substantial return for the estate while eliminating the expense and risk inherent in litigation with TCF. The court in *In re Hanson*

Industries, Inc. recognized the prudence of settlement as an alternative to complex and expensive litigation. 88 B.R. 942 (D.Minn. 1988). In that case, the court held that, without the settlement, the creditors would “take a gamble on a piece of litigation which would likely drag on in the future and which could drain the estate of any assets it might otherwise have for distribution. Settling for less than one might like is often the best answer to resolve what has become a ‘can of worms’.” *Id.* at 950.

Here, commencement of an Adversary Proceeding would impose considerable risk and expense on the estate. The outcome of the Adversary Proceeding as it relates to TCF is less than certain. Its prosecution involves the risk of considerable estate funds being spent with no ultimate benefit to the estate. Even if the Trustee were successful in avoiding TCF’s interest in the Transfers and the JHCL Personal Property, the net return to the estate would be reduced significantly by the expenditure of funds necessary to reach that result. The proposed settlement will result in no further funds being expended and a guaranteed return to the estate.

II. Order Authorizing Sale of Assets Free and Clear of Liens

Pursuant to 11 U.S.C. §363, the Trustee, after notice and hearing, may sell the property of the estate free and clear of liens. The terms of the Settlement Agreement include a sale of the JHC Personal Property, free and clear of liens, claims, and interests, to TCF for the sum of \$70,000.00. The Trustee believes this sum represents a fair purchase price. Moreover, approval of the Settlement Agreement necessarily includes a sale of the JHC Personal Property free and clear of liens, claims, and interests. The Trustee is aware of an assertion by the United States Internal Revenue Service (“IRS”) of a perfected security interest in the JHC Personal Property. The Trustee doesn’t believe that any other party has an ownership interest or a non-avoidable security interest in the items being sold. The claimed liens or other rights of any third parties,

including the IRS, will attach to the sale proceeds with the same dignity and priority as those claimed liens and interests held at the commencement of this case.

CONCLUSION

The Trustee believes the settlement is in the best interest of the estate. While the Trustee believes there is a good probability of success on claims against TCF, that outcome is by no means a certainty. Proving up those claims, moreover, would be complex and extremely expensive, reducing the overall return to the estate. Inherent in pursuing the TCF avoidance claims to their conclusion is the risk that the claims fail and the estate will have expended significant sums with no gain. The settlement will bring in funds to the estate and eliminates risk *vis a vis* TCF. The Trustee is charged with maximizing the return for the estate. This settlement preserves assets of the estate while simultaneously generating significant revenue for the estate. The Trustee, therefore, respectfully requests that the settlement with TCF be approved and that, pursuant to 11 U.S.C. §363, the Trustee be authorized to sell the JHC Personal Property to TCF free and clear of liens, claims, and interests.

Dated: August 4, 2010

LEONARD, O'BRIEN,
SPENCER, GALE & SAYRE, LTD.

By: /e/ James M. Jorissen
Matthew R. Burton, #210018
James M. Jorissen, #262833
100 South Fifth Street, Suite 2500
Minneapolis, Minnesota 55402
(612) 332-1030

ATTORNEYS FOR RANDALL L. SEAVER
TRUSTEE

425831

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

BKY No. 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

UNSWORN CERTIFICATE OF SERVICE

I hereby certify that on August 4, 2010, I caused the following documents:

Notice of Hearing and Motion for Approval of Settlement Agreement and for an Order Authorizing Sale of Assets Free and Clear of Liens, Memorandum in Support of Motion to Approve Settlement and to Sell Assets Free and Clear of Liens and Order (proposed)

to be filed electronically with the Clerk of Court through ECF, and that the above documents will be delivered by automatic e-mail notification pursuant to ECF and this constitutes service or notice pursuant to Local Rule 9006-1(a).

I further certify that I caused a copy of the foregoing documents to be mailed by first-class mail, postage paid, to the following:

SEE ATTACHED SERVICE LIST

/e/ Valerie Rittenbach

Dated: August 4, 2010

Valerie Rittenbach
100 South Fifth Street, Suite 2500
Minneapolis, MN 55402
(612) 332-1030

UNITED STATES RENT A CAR
4744 PARADISE ROAD
LAS VEGAS,, NV 89121

ACE INSURANCE COMPANY
P.O. BOX 294836
CLEVELAND OH 44101

ALDRIDGE, DAN
1600 KENWOOD PKWY.
MINNEAPOLIS MN 55405

ALLEN EIDE
3221 32ND AVENUE SOUTH
SUITE 900
GRAND FORKS ND 58201

AMERICAN BANK
1060 DAKOTA DRIVE
MENDOTA HEIGHTS MN 55120

AMERICAN EXPRESS
P. O. BOX 0001
LOS ANGELES CA 90096

AMERICAN NAT'L BANK OF MN
7638 WOIDA RD
BAXTER MN 56425

ANCHOR BANK
1570 CONCORDIA AVE
SAINT PAUL MN 55104

ANCHOR BANK
P.O. BOX 7933
MADISON WI 53707

AV CARD/OASIS
164 LAKE FRONT DR
COCKEYSVILLE MD 21030

AXIS CAPITAL, INC.
308 N LOCUST ST
PO BOX 2555
GRAND ISLAND NE 68802

AXLE CAPITAL, LLC / SAGECREST
3 PICKWICK PLAZA
GREENWICH CT 06830

AMERICAN BANK
1578 UNIVERSITY AVENUE W
SAINT PAUL, MN 55104

AMERICAN EXPRESS BANK FSB
C/O BECKET AND LEE LLP
PO BOX 3001
MALVERN PA 19355-0701

BARBARA LYNN CUTTER
2350 S BEVERLY GLEN BLVD #5
W LOS ANGELES CA 90064

BAYPORT MARINA ASSOCIATION
200 5TH STREET
BAYPORT MN 55003

BELISLE, WAYNE
1843 EAGLE RIDGE DR
SAINT PAUL MN 55118

BELLAGIO
3600 LAS VEGAS BLVD
LAS VEGAS NV 89109

BREICH, WALTER
13670 -- 122ND STREET
NORWOOD YOUNG AMERICA MN
55368

BREMER BANK
633 SOUTH CONCORD STREET,
SUITE 350
SOUTH ST. PAUL MN 55075

BRIGGS & MORGAN PA
2200 IDS CENTER
80 SOUTH EIGHTH STREET
MINNEAPOLIS MN 55402

C AND C BOAT WORKS
36448 CTY RD 66
CROSSLAKE MN 56442

CA BOARD OF EQUALIZATION
PO BOX 942879
SACRAMENTO CA 94279-7072

CA DEPT OF MOTOR VEHICLES
PO BOX 942869
SACRAMENTO CA 94269-0001

CARLTON FINANCIAL
CORPORATION
1907 E. WAYZATA BLVD. SUITE 180
WAYZATA MN 55391

CENTER POINT ENERGY
P.O. BOX 1144
MINNEAPOLIS MN 55440

CESSNA AIRCRAFT COMPANY
P.O. BOX 12270
WICHITA KS 67277

CHRYSLER FINANCIAL
CIMS 740-01-19
6400 S FIDDLERS GREEN CIR.,
STE. 700
ENGLEWOOD CO 80111-4979

CITY OF ASPEN
130 S. GALENA ST.
ASPEN CO 81611

CITY OF BAYPORT
294 N. 3RD STREET
BAYPORT MN 55003

CITY OF MEDINA
2052 CO RD 24
HAMEL MN 55340

COOPERATIVE POWER
P.O. BOX 69
TWO HARBORS MN 55616

CROW WING COUNTY
TREASURER
JUDICIAL CENTER
213 LAUREL ST
BRAINERD MN 56401

DONALD M HALSTEAD III
15626 SUNSET WAY
BRAINERD MN 56401

EXXONMOBILE OIL
CORPORATION
ATTN JENNIFER FRASER
120 MCDONALD STREET SUITE B
SAINT JOHN NB CANADA E2J 1M5

GE CAPITAL
1415 WEST 22ND STREET, SUITE
600
OAKBROOK IL 60523

GEMB LENDING INC
2995 RED HILL AVE STE 250
COSTA MESA CA 92626

GMAC MORTGAGE
P.O. BOX 4622
WATERLOO IA 50704

HECKER, SANDRA
13755 - 84TH PL N
MAPLE GROVE MN 55369

HOME FEDERAL SAVINGS BANK
1016 CIVIC CENTER DR NW
STE 300
ROCHESTER MN 55903

COMMUNITY NATIONAL BANK
845 EAST COUNTY ROAD E
VADNAIS HEIGHTS MN 55127

CORNERSTONE BANK
2280 45TH STREET SOUTH
FARGO, ND 58104

DEERWOOD BANK
611 WASHINGTON STREET NE
BRAINERD MN 56401-3377

ELIZABETH A JOHNSON
PO BOX 624
PINE RIVER MN 56474

FAMILY HOLDINGS OF MN LLC
11614 ECHO BAY DRIVE
CROSSLAKE MN 56442

GE CAPITAL, FLEET SERVICES
3 CAPITAL DRIVE
EDEN PRAIRIE MN 55344

GEMB LENDING, INC.
P.O. BOX 57091
IRVINE CA 92619

GMAC, LLC
15303 94TH AVENUE
ORLAND PARK IL 60462

HENNEPIN COUNTY TREASURER
300 S SIXTH ST
A600 GOVERNMENT CNT
MINNEAPOLIS MN 55487

HSBC BANK NEVADA NA
BASS & ASSOCIATES, PC
3936 E FT LOWELL RD, STE 200
TUCSON AZ 85712

D&H DOCKS
23624 SMILEY ROAD
NISSWA, MN 56468

CROSSLAKE PROPERTY
SOLUTIONS
P.O. BOX 810
CROSSLAKE MN 56442

DON GILBERT
1700 PHEASANT RUN
HUDSON WI 54016

ENCORE BANK
3003 TAMiami TRAIL NORTH, #100
NAPLES FL 34103

FIFTH THIRD BANK
C/O RICHARD J. SWIFT, JR.
GARLICK STETLER & SKRIVIAN
9115 CORSEA DE FONTANA WAY,
#100
NAPLES FL 34109

GELCO CORPORATION
THREE CAPITAL DRIVE
ATTN: GENERAL COUNSEL
EDEN PRAIRIE MN 55344

GMAC MORTGAGE
1100 VIRGINIA DRIVE
FORT WASHINGTON, PA 19034

GWYN M DOENZ
10600 COUNTRY DRIVE
PINE CITY MN 55063

HOLY CROSS ENERGY
3799 HWY 82
GLENWOOD SPRINGS CO 81602

HYUNDAI MOTOR AMERICA
10550 TALBERT AVE
MOUNTAIN VALLEY CA 92708

INTER BANK
P.O. BOX 986
NEWARK NJ 07184

IRS
DEPARTMENT OF TREASURY
OGDEN UT 84201

JASON S. COLBAUGH
PO BOX 1220
BRAINERD MN 56401

JC BROMAC
11860 S. LA CIENEGA BLVD.
LOS ANGELES CA 90250

KAPLAN STRANGIS & KAPLAN PA
5500 WELLS FARGO CENTER
90 SOUTH 7TH STREET
MINNEAPOLIS MN 55402

KSTP-FM LLC
3415 UNIVERSITY AVE
SAINT PAUL MN 55114

LUBIC, MICHAEL, ESQ.
601 S FIGUEROA ST
STE 2500
LOS ANGELES CA 90017-5704

MARC D. KOHL
39101 DARLING LANE
HINCKLEY MN 55037

MARSHALL BANK FIRST
225 SOUTH SIXTH STREET, SUITE
2900
MINNEAPOLIS MN 55402

MIKDEN PROPERTIES
7002 6TH STREET NORTH
OAKDALE MN 55128

INTERBANK EDINA
3400 WEST 66TH STREET, SUITE
100
EDINA MN 55435

JACOB HOLDINGS OF MEDINA,
LLC
500 FORD RD
MINNEAPOLIS MN 55426

JAVAN CARL
13942 GRAND OAKS DR
BAXTER MN 56425

JOHN J. SORCI TRUST
2300 EAST VALLEY COURT
SAN JOSE CA 95148

KELLY K. HECKER
13905 - 53RD AVE N. APT. 1
PLYMOUTH MN 55446

LAKE BANK, N.A., THE
613 FIRST AVENUE
TWO HARBORS MN 55616

M&I BANK
770 N. WATER STREET
MILWAUKEE WI 53202

MARC E TRESSLER
3400 BARBARA LN
BURNSVILLE MN 55337

MCENROE, CATHERINE
LEONARD STREET & DEINARD
150 S FIFTH ST STE 2300
MINNEAPOLIS MN 55402

MINNESOTA DEPT. OF REVENUE
MAIL STATION 7701
SAINT PAUL MN 55146-7701

INTERNAL REVENUE SERVICE
SPECIAL PROCEDURES BRANCH
389 US COURTHOUSE 316 N
ROBERT
ST. PAUL MN 55101

JACOB PROPERTIES OF ASPEN,
LLC
500 FORD RD
MINNEAPOLIS MN 55426

JAVER ESQUIVEL
2807 W AVE 30
LOS ANGELES CA 90065

JP MORGAN CHASE BANK, N.A.
726 MADISON AVENUE
NEW YORK NY 10021

KLEINBANK
14141 GLENDALE ROAD
SAVAGE MN 55378

LLOYD SECURITY
1097 10TH SE
MINNEAPOLIS MN 55414

MAC OF PINE CITY, LLC
3221 32ND AVENUE SOUTH
SUITE 900
GRAND FORKS ND 58201

MARSH CONSUMER
333 SOUTH SEVENTH, STE 1600
MINNEAPOLIS MN 55402-2427

MICHAEL REYES
PO BOX 205
BACKUS MN 56435

MINNESOTA DEPT. OF REVENUE
PO BOX 64649
SAINT PAUL MN 55164-0649

MN DEPT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES
445 MINNESOTA ST
SAINT PAUL MN 55101-5160

NEVADA STATE BANK
6505 NORTH BUFFALO DRIVE
LAS VEGAS NV 89131

NORTHMARQ CAPITAL
3500 AMERICAN BLVD WEST,
SUITE 500
BLOOMINGTON MN 55431

OLD REPUBLIC SURETY
1503 - 42ND ST
STE 100
DES MOINES IA 50305

PREMIER BANKS
1875 W. HIGHWAY 36
ROSEVILLE MN 55113

PROFESSIONAL SERVICE
BUREAU
11110 INDUSTRIAL CIRCLE NW
STE B
ELK RIVER MN 55330-0331

RANDY'S SANITATION
P.O. BOX 169
DELANO MN 55328

ROE, JESSICA LIPSKY, ESQ.
BERNICK LIFSON ET AL
500 WAYZATA BLVD STE 1200
MINNEAPOLIS MN 55416

SCHUYLER SCARBOROUGH
19181 SPENCER ROAD UNIT #15
BRAINERD MN 56401

SOURCE GAS
P.O. BOX 660474
DALLAS TX 75266

NATHAN THIEMAN
1030 8TH AVE SW
PINE CITY MN 55063

NIEDERNHOEFER, MANFRED
1563 RIVERCREST RD
LAKELAND MN 55043

NORTHRIDGE FARM
ASSOCIATION
P.O. BOX 767
WAYZATA MN 55391

PRALLE, GARY
3625 PINE HOLLOW PL
STILLWATER MN 55082

PRESS A DENT INC
1154 S HIGH ST
DENVER CO 80210

MICHAEL W. MALTER
BINDER & MALTER LLP
2775 PARK AVENUE
SANTA CLARA, CA 95050

RIVERLAND BANCORPORATION
700 SEVILLE DRIVE
JORDAN MN 55352

ROYAL JEWELERS
73 BROADWAY
FARGO, ND 58102

SCOTT A. KEYPORT
1802 AIRWAVES RD NE
PINE CITY MN 55063

ST. CROIX YACHT CLUB
P.O. BOX 2263
STILLWATER MN 55082

NEIMAN MARCUS
P.O. BOX 5235
CAROL STREAM IL 60197

NITROGREEN
P.O. BOX 41
MAPLE PLAINE MN 55359

NORTHWOODS BANK
PO BOX 112
PARK RAPIDS MN 56470

PREMIER AQUARIUM
6340 IRVING AVE S.
RICHFIELD MN 55423

PRINDLE, DECKER & AMARO, LLP
310 GOLDER SHORE - 4TH FLOOR
LONG BEACH CA 90802

R. OLSON / WATERFORD
PROPERTIES
73 N. BROADWAY
FARGO ND 58102

RIVERWOOD BANK
LOAN PRODUCTION OFFICE
PO BOX 899
CROSSLAKE MN 56442

RUTH ANN BIEDERMAN
414 7TH AVE NE
PINE CITY MN 55063

SILVER CLIFF ASSOCIATION
1201 CEDAR LAKE RD S.
MINNEAPOLIS MN 55416

STATE OF MINNESOTA DEPT OF
REVENUE
600 NORTH ROBERT STREET
ST. PAUL MN 55101

STORCHECK CLEANERS
857 7TH STREET
ST. PAUL MN 55106

SUMMERS PROPERTY
MANAGEMENT
111K AABC
ASPEN CO 81611

TCHIDA, BRYANT D., ESQ.
LEONARD STREET & DEINARD
150 S 5TH ST STE 2300
MINNEAPOLIS MN 55402

TOYOTA FINANCIAL SERVICES
301 CARLSON PKWY, STE. 210
MINNETONKA MN 55305

US BANK VISA CARD
P.O. BOX 790408
ST. LOUIS MO 63179

VICTORIA INSURANCE
1100 LOCUST STREET
DES MOINES IA 50391

WASHINGTON COUNTY
TREASURER
GOVERNMENT CENTER
14949 - 62ND ST N
STILLWATER MN 55082

WATERFORD ASSOCIATION
P.O. BOX 1353
MINNEAPOLIS MN 55480-1353

WELLS FARGO BANK N.A.
LOAN ADJUSTMENT GROUP
90 SOUTH 7TH STREET
MINNEAPOLIS MN 55402

WILLIAM BRODY
BUCHALTERNEMER
1000 WILSHIRE BLVD, STE 1500
LOS ANGELES CA 90017-2457

CRAIG E REIMER
MAYER BROWN LLP
71 SOUTH WACKER DRIVE
CHICAGO, IL 60606

THE MIRAGE CASINO-HOTEL
C/O MARK W. RUSSELL ESQ
3400 LAS VEGAS BLVD S
LAS VEGAS NV 89109

TOYOTA MOTOR CREDIT CORP
301 CARLSON PKWY STE 210
MINNETONKA MN 55305

VENTURE BANK
5601 GREEN VALLEY DRIVE
SUITE 120
BLOOMINGTON MN 55437

VISION BANK
3000 25TH ST. SOUTH
P.O. BOX 10008
FARGO ND 58106

WASHINGTON MUTUAL BANK,
FA
400 E MAIN ST
STOCKTON CA 95290

WAYNE BELISLE
1843 EAGLE RIDGE
MENDOTA HEIGHTS MN 55118

WELLS FEDERAL BANK
53 FIRST ST. SW
WELLS MN 56097

WORLD OMNI FINANCIAL CORP.
190 JIM MORAN BOULEVARD
DEERFIELD BEACH FL 33442

DENNIS E. HECKER
1615 NORTHRIDGE DRIVE
MEDINA, MN 55391

TCF NATIONAL BANK
801 MARQUETTE AVENUE
MINNEAPOLIS MN 55402

TOYOTA FINANCIAL SAVINGS
BANK
2485 VILLAGE VIEW DRIVE
SUITE 200
HENDERSON NV 89074

U.S. BANK
BC-MN-H22A
800 NICOLLET MALL, 22ND
FLOOR
MINNEAPOLIS MN 55402

VFS FINANCING, INC.
10 RIVERVIEW DR
ATTN BETH BONELL
DANBURY CT 06810

WAGENER, MAURICE J.
13700 WAYZATA BLVD
HOPKINS MN 55305

WASTE PARTNERS
P.O. BOX 677
PINE RIVER MN 56474-0677

WELLS FARGO
C/O DAVID GALLE
45 SOUTH SEVENTH ST, STE 3300
MINNEAPOLIS MN 55402

WI DEPT OF TRANSPORTATION
PO BOX 7949
MADISON WI 53707

ZAPPIA, THOMAS M., ESQ.
ZAPPIA & LEVAHN
941 HILLWIND RD NE STE 301
MINNEAPOLIS MN 55432

HOWARD J ROIN
MAYER BROWN LLP
71 SOUTH WACKER DRIVE
CHICAGO, IL 60606

MARIA ROMANO
4744 PARADISE ROAD
LAS VEGAS, NV 89121

SAJIDA MAHDI ALI
MAYER BROWN LLP
71 SOUTH WACKER DRIVE
CHICAGO, IL 60606

STUART ROZEN
MAYER BROWN LLP
71 SOUTH WACKER DRIVE
CHICAGO, IL 60606

MICHAEL B. LUBIC
SONNENSCHEIN NATH &
ROSENTHAL LLP
10100 SANTA MONICA BLVD, 7TH FL.
LOS ANGELES, CA 90067

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No.: 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

ORDER

This case is before the court on the motion of Randall L. Seaver, trustee seeking an order authorizing approval of a settlement agreement with TCF National Bank and authorizing the sale of assets free and clear of liens, claims, and interests.

Based on the motions and the file,

IT IS ORDERED:

1. The trustee's motion for approval of the settlement is granted.
2. Only those claims against TCF National Bank identified in the settlement are being released.
3. The settlement is binding upon Walden Auto Leasing Holding Co. and its successors and assigns.
4. The trustee is authorized to sell, assign, and transfer the property described as follows to TCF Bank, for the sum of \$70,000.00:

All fixtures, furniture, furnishings, equipment and other personal property located in, on, or around the land and buildings located at 11614 Echo Bay Drive, 11700 and 11706 Cross Lake Avenue, Cross Lake, Minnesota, including, without limitation, the following:

MAIN HOUSE – SECOND FLOOR

Master Bedroom

Candlesticks & bowl
Clock
3 TV's
1 undercounter refrigerator
Area rug
Lamp
2 oversized chairs
Side table
Larger planter
Lounger
King size bed
2 lamps end table's large
mirror
Large picture in master
bath

Hallway outside Master Bedroom

Leather bench
Bear picture
Large pillows

Daughter's Bedroom

1 TV
Double bed
2 lamps
Toy chest
Dresser
Night stand

Bathroom

2 pictures

Spare Room Connected to Daughter's Room

Foosball table
1 TV
2 wicker storage units
Stuff cow

Upstairs Hallway

3 Framed prints
Built-in desk w/ computer
and printer

Son's Room

Double Bed
1 TV
End Table
Dresser
Pink Chair
Electric Guitar
"Love Sac" chair

Upstairs Family Room

1 Bubble Hockey game
Sectional couch
Ottoman
Leather 12' x 12' Rug
1 framed Redlin signed
number print
1 TV
Woofer
1 Stuffed Elephant

Hallway to Nanny's Quarters

4 framed golf prints
1 numbered golf club
collection of Jack Nicolas

Nanny's Quarters

K. Zylla framed picture
1 print in bathroom
Large basket
'Microwave
Kitchen aide Refrigerator
Dining table and 4 chairs
3 area rugs
Butcher block sofa table
Wall mirror
Couch
Love seat
Chair
Coffee table
2 end tables
2 TV
2 framed prints
Double bed
Dresser w/ mirror
Night stand
Dresser

FIRST FLOOR

Exercise Room

1 gun cabinet
L butcher-block plant
stand
1 TV
1 Leroy Neiman signed
1980 Olympic print
1 refrigerator
1 Mel Blanc print
1 massage table
1 free weight Hoist bench
1 Lifefitness Tread Mill
1 Elliptical machine
1 stationary bike
1 dumbbell set and rack
from 2.5 to 30 lbs

Main Floor Powder room

2 wall prints

Billiards Room / Office Hallway

Bear picture hanging
Pool cue rack (4 cues, 1 cheater cue)
Large Rug

Office/Den

L1 large leather desk chair
1 desk side chair
2 TV's
HP desk printer,
scanner/copier
1 signed Soprano's print
2 Orrsfors figurines
1 baccarat polar bear
1 frosted glass grizzly
2 small Lladro bears
3 polar bears figurines
1 Mats Jonasson glass bear
2 glass bears
1 small
1 sculpture bear (white on
glass)
1 12" bronze bear golfing
1 15"long glass car
1 Llardo golfer #4824
1 Red Skelton collector
porcelain plaque Number
1705/1993
1 Bugs Bunny/Daffy
duck golf figurine
Glass golf head paper
weight
Coke Cola Bottle in case
"Timeless Refreshments"
Waterford desk set w/ 2
pen holders and a clock
Ceramic hockey figurine

1 "Thumbs Up" figurine
1 Lalique frosted Glass
Lion
1 Baccarat red heart
1 15" glass boat
1 motor cycle gold cart
figurine
1 Lladro – Boy in plane
1 Chrysler hood ornament
1 Waterford glass
American flag
1 12" cut glass pedestal
bowl
1 refrigerator
Miscellaneous golf balls
Silver ashtray
Tiffany & Co. clock
Ducati pen
Headless golfer
"Cherished Teddies"
Registration No. 3R1/849
Marble base black onyx
globe desk plate
Misc books
2 reading/Sunglasses cases
1 circular 8' rug
1 10'x12' rug
1 pedestal globe
2 desk lamps
2 calculators
1 desk bowl ornament

Fireplace

1 eagle sculpture
1 area lake aerial photo
2 large candle holders
1 set stag bookends
1 wire magazine rack

Den area

2 end tables
2 large leather chairs
1 table lamp
1 floor lamp
1 large ceramic urn
2 person lounger

2 signed clown paintings
by Red Skelton

BILLIARDS ROOM

1 Dart Board wall unit
2 bar stools
Bear Boat art work
1 TV
1 fainting couch
1 pool table / pool balls
1 9'x12' area rug
1 leopard chair & ottoman
Inside closet – 1 Lion and
1 Zebra painting

FOYER

4' Faux stuffed bear
9'x12' rug
2 person bench
"Bear fireplace" art work
Sofa table
3 antler candle holders
18" leopard vase
Bear on Trail art work

LIVING ROOM

8' Sideboard
Glass bowl with metal leaf
holder
Antler artwork
Tall vase with feather balls
Misc candles and vases
7 bottles of wine
1 love seat
1 couch
2 side chairs (leather &
leopard
1 leather coffee table
2 end tables
1 table lamp
1 9'x12' area rug
2 4' high twig plat stands
Misc candle holders

Fireplace
3 large candle holders
Acorn leaf sculpture
1 Brainerd area lake art
1 pair snow shoes

DINING ROOM

1 18'x12' area rug
4' x 12' Dining room table with 12 chairs
Decorative bowl
1 TV

Built-in
Assorted glasses (water, wine, beer)
Bowls and platters
1 Tiffany & Co. rose bowl
Orrefors candy dish
Champagne Box (?) (signed)

MAIN KITCHEN

Built in Wolf double ovens
1 Henckel knife set
Spice rack
8 burner wolf gas stove
Toaster
Farberware counter grill
Pizza toaster oven
Misc pots, pans, tick pots, cookie sheet, mixing bowls
Misc flatware
Misc kitchen utensils
Decorative vegetable jars
Ice machine
Wine openers sub zero wine cooler

Tepanaki Kitchen
8 bar stools
1 dishwasher
Tepanaki grill
Microwave oven

Built in oven
Pantry
Misc kitchen supplies

SUNROOM/BAR AREA

Harley Davidson American Legend Juke box
4 piece sectional couch
1 leather rocking chair
1 4'round ottoman
1 8' leather bench
1 12'x9' area rug
Frank Sinatra wall art
2 TV's
Slot machine
Wall clock
1 elk head mount
Glass cowboy hat
5 bar stools
6' Elvis statue
Mega Touch bar game
Golden Tee game
Karaoke machine
2 refrigerators and 1 ice maker
Misc bar supplies Misc glass bar ware
Waterford wine opener /bar set

PORCH

1 TV
1 6' pine bench (American Flags)
1 Last Action Hero pinball game
1 Pirates of the Caribbean pin ball game
2 leather rockers
2 hickory oversized chairs
Side table with lamp
Plant stand (metal)
Cub Dears in Car art work
Cement dog on fireplace

THEATER

8 blue leather theater chairs
1 refrigerator
Movie equipment (utility room across from theater)

Hallway
2 2.5'X7 hallway rugs

MAIN FLOOR 3/4 BATH

1 Wall print

LAUNDRY ROOM

Stackable whirlpool duet washer and dryer

MUD ROOM

2 large dog kennels
1 6'x8' rug

MAIN HOUSE GARAGE

1 Ping pong table
1 Foosball table
1 TV
1 Coke machine
1 Pepsi refrigerator
Cushions for patio furniture
Fireworks
Garden shed
Patio heater
Shop vac
Patio furniture
3 battery charges/jump starters
Life jackets/vest
Various helmets
Paint ball guns (4 with 2 bags)

BOAT HOUSE

5 seadoo water togs depth
pathing machines
1 TV
1 couch
1 coffee table
Teak loungers with
cushions

BEACH HOUSE **GARAGE DETACHED**

2 kneeboards
5 sets of water ski's
4 wake boards
3 pressure washers
2 portable gas tanks
1 snow plow Boss blade
7 bicycles
1 schwinn tandem bicycle
Various fishing gear
2 gas/oil yellow storage
locker
1 Craftsman tool chest

BEACH HOUSE **GARAGE DETACHED** **APARTMENT**

1 couch
1 chair
1 ottoman
1 game table (includes
chess, craps, Roulette etc.)
1 air hockey game table
1 refrigerator
Computer screen/keyboard
1 double bed
Various framed art work

Outside of the building
Half pipe skate board ramp
2 full hockey nets

11706 (EAST **PROPERTY)**

Garage

Patio furniture
Patio heater
Nex Gas Grill
1 beer keg

Living Space above the garage

2 double beds
2 bedroom TV's
1 dresser with mirror
Night stand
1 TV in kitchen
1 Refrigerator
1 microwave
1 cooktop
1 dishwasher
5 barrel stools
Framed Moose painting
1 dining room table with 6
chairs
2 TV's (living room and
office)
Sofa table
1 couch
2 chairs
Coffee table
End table
Offer dresser
Desk
Small cupboards

MAIN (11706 **BUILDING)**

Entry table
Fish mirror
Bear lamp
Stacked washer & dryer
Upstairs
Bedroom-2 log dresser
2 log night stands
Log king size bed

2 pine cone lamps
1 pine cone mirror
1 wing back chair

Living area

Real bear rug hanging in
stairway
1 TV
Walleye mount
1 love seat
1 couch
1 chair with ottoman
1 coffee table
1 end table
4 barrel bar stools
1 10'x12 area rug
Hen/chicken wire art work
Audio visual equipment
Ice maker
Dishwasher
Stove Viking
Refrigerator/freezer

Sun Room

1 TV
2 end tables
1 coffee table
1 floor lamp
1 leather couch
1 leather oversized chair
w/ ottoman

Kids Bedroom

Bunk beds
TV
Dresser with mirror

Bedroom

1 bed
1 dresser w/ mirror
1 TV

ECHO BAY

Garage
Nacho machine
Popcorn machine

Pizza oven
Ping pong table
Mystery furniture (?)
1 charger/jump starter
1 refrigerator
1 storage locker

Family room – lower level
10x10 Couch Sectional
1 lazy boy
2 end tables
2 table lamps
1 coffee table
1 framed bear print
Audio/visual equipment
1 faux bear rug

Bedroom
2 double beds
1 TV
1 night stand

Stairway
Fish Mirror

Second Floor – Main
8' couch sectional
8' round area rug
1 square coffee table
1 table lamp
6 barrel bar stools
1 round barrel table
1 end table
Dining table with 6 chairs
Side table
Sofa table
2 TV's
Pheasant mount
2 fishing prints

Master Bedroom
1 TV

King size bed
Night stand
Antler lamp
8' couch
2 prints over the bead
TV in master bath

Second bedroom
Queen size bed
1 TV
Dresser with mirror
Night stand with lamp

Kitchen
Stackable duet water/dryer
Kitchen Aide Refrigerator
Dishwasher Ice Maker
Microwave/oven (stacked)
Cook top

ECHO BAY
DETACHED GARAGE

Patio furniture

Upper Apartment
First Bedroom Room
Bunk Beds
Dresser
TV
Lamp

Second Bedroom
Queen Bed
Night stand
Dresser with mirror
Leather chair 1TV
2 prints
1 wildlife print in bath

**OUTSIDE AROUND
THE GROUNDS**

11706 (East Property)
2 jet ski lifts
2 covered boat lifts
1 double covered jet ski lift
1 boat lift
1 jet ski lift
3-33' Canopy
Dock system in water
2 coved boat lifts
1 trampoline

MAIN HOUSE

Various Teak Patio
furniture
Dining set
2 rockers
4 lounge chairs
Gas grill
Dual burning heater @
pool
MN Twins pop machine
Plastic lockers
11 metal flower pots
Wood hammock stand

ECHO BAY

Patio Furniture
Dock system covered boat
lift
Gas grill
Blue canoe/kayak
2 metal urns

5. The property and rights sold shall be free and clear of any interest in such property pursuant to 11 U.S.C. §363 (b), (c), (f), (g), and (h) with such interests, if any, attaching to the proceeds of sale with the same priority, dignity and effect as such interests existed pre-petition.

Dated:

425843

Robert J. Kressel
United States Bankruptcy Judge